

ACCESS SERVICE

CHECK SHEET

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One SBC Plaza, Dallas, Texas 75202

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25. Pricing Flexibility Contract Offerings

(N)

25.4 Contract Offer No. 4 - Dedicated Ring Service Offer25.4.1 General Description

Dedicated Ring Service Offer (Contract Offer No. 4) permits Customers located in Phase 1 Pricing Flexibility Metropolitan Statistical Areas (hereafter referred to as MSAs) to pay the discounted rates listed in Section 25.4.5 for the purchase of two (2) new OC-48 Dedicated Ring Services.

25.4.2 Eligibility Criteria

(A) The following eligibility criteria must be met in order to receive the Dedicated Ring Service Contract Offer No. 4:

(1) Service must be located in Pricing Flexibility MSA:
New Haven;

(2) Customer must purchase two (2) new OC-48 Dedicated Ring Service within one month of subscribing to Contract Offer No. 4; and

(3) All traffic must originate or terminate at a Mobile Switching Center (MSC).

(B) Contract Offer No. 4 applies to pricing flexibility qualified access service, OC-48 Dedicated Ring Service, contained in Southern New England Telephone Company Tariff F.C.C. No. 39, Section 24;

(C) All terms and conditions for the qualified services listed above are governed by their respective tariff sections except as noted herein.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.4 Contract Offer No. 4 - Dedicated Ring Service Offer (Cont'd)25.4.3 Terms and Conditions(A) Term Period

The contract term is five (5) years, (Term Period) commencing on the date billing begins. Billing commences for the new OC-48 Dedicated Ring Services no later than 30 days after the Telephone Company's completion of the access service order. This offer is not renewable.

At the expiration of the Term Period, Customer may choose from the payment options as described in Section 20 for OC-48 Dedicated Ring Service.

If, at the expiration of the Term Period, the Customer does not choose to disconnect or select a payment option as described in the section 20, the OC-48 Dedicated Ring Services will be converted to the monthly extension rates found in Section 20.4 or Section 24.5, as applicable.

Rate stability under this contract term applies only to the rates specific to Contract Offer No. 4, as listed in Section 25.4.5. Purchase of the services listed above under Contract Offer No. 4 are also subject to certain rates, charges and general terms and conditions in other sections of F.C.C. Tariff No. 2 as set forth in Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services, and such terms and conditions may be modified through filing tariff changes at any time during the Term Period. Such tariff modifications will not change the terms and conditions described in Contract Offer No 4.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd)25.4 Contract Offer No. 4 - Dedicated Ring Service Offer (Cont'd)25.4.3 Terms and Conditions (Cont'd)(B) Terms and Conditions

- (1) This Contract Offer No. 4 is only available October 26, 2004, through November 26, 2004;
- (2) OC-48 Dedicated Ring Service discounted rates, as described in Section 25.4.5, must be for new installations only;
- (3) Customer must submit a Letter of Authorization / Firm Order Commitment (LOA-FOC);
- (4) If the Customer should discontinue service under Contract Offer No. 4 during the Term Period, termination liability charges will apply in accordance with Section 25.4.6;
- (5) Customer must subscribe to the services available under this Contract Offer No. 4 in accordance with the regulations set forth in Section 5 - Ordering Options for Switched and Special Access Service;
- (6) If, after the Telephone Company receives the Letter of Authorization / Firm Order Commitment (LOA-FOC) and prior to commencement of the Term Period, the Customer cancels the LOA-FOC, cancellation charges will apply. The Customer will be liable for cancellation charges, which are the actual costs incurred by the Telephone Company up to the date of cancellation;
- (7) If the Customer requests modifications to the network design originally constructed for the Customer under Contract Offer No. 4, the Customer must pay the Telephone Company time and material charges for each modification as described in Section 13. Modifications of services include, but are not limited to reconfiguration of existing ports, shelf rearrangement, node moves, ring design provisioning changes and customer premise rearrangements;
- (8) The Customer will not be able to subscribe to any other contract offering in Section 25 in conjunction with Contract Offer No. 4 that might be offered by the Telephone Company for services covered under this Contract Offer 4; and

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25. Pricing Flexibility Contract Offerings (Cont'd)25.4 Contract Offer No. 4 - Dedicated Ring Service Offer (Cont'd)25.4.3 Terms and Conditions (Cont'd)

(B) (Cont'd)

(9) If the Customer wishes to assign or transfer its use of services under Contract Offer No. 4 pursuant to F.C.C. No. 39, Section 2.5.5 of this Tariff, the Telephone Company will acknowledge such transfer or assignment if the criteria in F.C.C. No. 39, Section 2.5.5 are fulfilled unless 1) the proposed assignee or transferee demonstrates a lack of credit worthiness under one of the criteria in (a) or (b) below, or 2) if the proposed assignee or transferee or its parent, has commenced a voluntary receivership or bankruptcy proceeding (or had a receivership or bankruptcy proceeding initiated against it).

(a) Any debt securities of the proposed assignee or transferee or its parent defined, as an entity that owns directly or indirectly, more than 50% of the equity of the proposed assignee or transferee are rated below investment grade, as defined by the Securities and Exchange Commission, or;

If any debt securities of a proposed assignee or transferee, or its parent, are rated the lowest investment grade and have been placed on review by the rating organization for a possible downgrade.

(b) The proposed assignee or transferee does not have any outstanding securities rated by credit rating agencies, e.g. Standard and Poor's, but does have a Dun and Bradstreet rating, and the proposed assignee or transferee is rated:

(i) "fair" or below in a composite credit appraisal published by Dun and Bradstreet, or;

(ii) "high risk" in a Paydex score as published by Dun and Bradstreet.

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25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

25.4 Contract Offer No. 4 - Dedicated Ring Service Offer (Cont'd)25.4.4 Upgrade Option

(A) If the Customer requests that the new OC-48 Dedicated Ring Service be converted to a different higher grade service in the same MSA covered under this contract offering, such conversions are subject to the following conditions:

- (1) The aggregate of the monthly payments of the upgraded service over the term of such service ("Upgrade Service Revenue Value") must be equal to or greater than the aggregate of the monthly payments of the remaining Term Period ("Existing Service Revenue Value").
- (2) If the Upgrade Service Revenue is less than the Existing Service Revenue Value, the Customer may make a one-time payment equal to the difference between the Upgrade Service Revenue and the Existing Service Revenue Value. This payment must be made before the Telephone Company begins work on the requested upgrade.
- (3) Otherwise, the Customer must notify the Telephone Company in writing of its desire to convert to the upgraded service. The Telephone Company will terminate Contract Offer No. 4, and termination liability charges as determined in accordance with Section 25.4.6, will apply.

""

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25. Pricing Flexibility Contract Offerings (Cont'd)25.4 Contract Offer No. 4 - Dedicated Ring Service Offer (Cont'd)25.4.5 Rates and Charges

(A)OC-48 Dedicated Ring Service Rates and Charges:

Customer shall pay the following Nonrecurring Charges (NRC) and Monthly Recurring Charge (MRC) for the two (2) new OC-48 Dedicated Ring Services:

Nonrecurring Charges (NRC):

Administrative Charge-OC-48 (SEFCX) \$60.00

Design and Central Office Connection Charge, per Initial Ring-OC-48 (SEFCY) \$600.00

Monthly Recurring Charge (MRC):

OC-48 Dedicated Ring Description	USOC	MRC
OC-48 Node (Per Node)	SEFCN	\$ 3,352.00
	SEFCM	\$ 3,352.00
	SEFCK	\$ 3,772.00
OC12 Ports	SEFCO	\$ 288.00
DS3 Ports	SEFCQ	\$ 88.00
OC48 Add/Drop	SEFCW	\$ 2,316.00
Mileage	SEFCT	\$ 176.00

If a node is added after the initial installation of the OC-12 Dedicated Ring, the new node will be co-terminus with the initial Term Period. However, if a node is added during the last 12 (twelve) months or less of the Term Period, the customer will be billed the node MRC for a minimum period of 12 (twelve) months.

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25. Pricing Flexibility Contract Offering (Cont'd)25.4 Contract Offer No. 4 - Dedicated Ring Service Offer (Cont'd)25.4.6 Termination Liability

The termination liability language contained below applies in lieu of termination liability language contained in Section 20.4. If Customer terminates Contract Offer No. 4 before the completion of the Term Period for any reason, Customer must pay to the Telephone Company termination liability charges as described below. These charges shall become due as of the effective date of the termination and are payable as described in Section 20.4.(C).7. Customer's termination liability charges for termination of service shall be equal to:

50% of all monthly recurring charges for the balance of the Customer's five (5) year Term Period.

The termination liability charge will be calculated as follows:

(Monthly Recurring Charges) multiplied by (Months remaining in billing) multiplied by (Termination liability percentage of 50%)

Example: Customer with a \$20,000 monthly recurring charge terminates service after three (3) years and has twenty-four (24) months remaining in a five (5) year term plan. The termination liability would be calculated as:

$\$20,000 \times 24 \times 50\% = \$240,000$ termination liability charge.

(N)

(N)

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